

EXHIBIT D

From: Jonathan Sack [<mailto:jsack1@gmail.com>]
Sent: Thursday, February 02, 2017 12:06 AM
To: Kirila, Jill S.
Cc: Hill, Meghan E.; estern@sackandsack.com; mmui@sackandsack.com; aseidenberg@sackandsack.com; jane@sackandsack.com
Subject: Re: SmartStream Technologies; Philippe Chambadal

Please send me whatever full sets of plans, policies, agreements or documents you believe are operative.

As for property, my firm will take custody.

As you, without any basis, express concerns regarding misappropriation of confidential information, we will have a 3rd party take a mirror image of all storage devices.

Please do not make assumptions for me and my intentions.

If you do not understand me, please ask for clarification.

Surely, your representations are taken as fact, although I am unaware that you were involved in, or present to witness any of the events or conversations you purport to have happened.

Put simply, my client expects yours to honor its obligations to pay him for the fair value in equity he has created, earned and was promised in exchange for his devotion, hard work, acumen and efforts over the years of his stewardship.

If your position is that my client is owed nothing under any agreement, what will we discuss?

As for a "litigation hold" on data, communications and information, however stored, please note my demand.

Thank you.

Jonathan Sack, Esq.

Sack & Sack
70 East 55th Street, 10th Floor
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On Wed, Feb 1, 2017 at 11:25 PM, Kirila, Jill S. <jill.kirila@squirepb.com> wrote:

Thanks Jonathan. Appreciate the response. I am well aware of your client's employment status, as I'm sure you certainly have the letter that advised him as much along with the terms of that current employment status.

Think as you wish or speculate about intentions, and I have no problem picking up the phone; but we still need to know if you client intends to return the property that the Company demanded multiple times that he return – his employment status (during his notice period) is irrelevant to that obligation. From your response, I will assume that he does not intend to do so; but let me know if I have misunderstood.

Also, it sounds as if you do not have the documents that govern your client's obligations and rights. Let me know if you need these before we can have a meaningful discussion.

Regards,

Jill

From: Jonathan Sack [mailto:jsack1@gmail.com]
Sent: Wednesday, February 01, 2017 10:57 PM
To: Kirila, Jill S.
Cc: Hill, Meghan E.; estern@sackandsack.com; mmui@sackandsack.com; aseidenberg@sackandsack.com; jane@sackandsack.com
Subject: Re: SmartStream Technologies; Philippe Chambadal

Dear Ms. Kirila:

Thank you for appearing in this matter. I was wondering when I would hear from a lawyer, so getting your (screaming) note was welcome.

Your self-imposed deadlines and threats are merely a side-show and distraction for the simple breach case we will vigorously pursue if my client's compensation terms are not honored.

I have seen it all before; your note is intended to be a meat tenderizer for a lower payday.

Surprisingly, you seem to be unaware of my client's status as a current employee of SmartStream Technologies.

His continuing duties as a current executive and employee are noted and, rest assured, my client has been well advised in all aspects of the hollow threats you make.

The loudness in tone of your message does nothing to mask the lack of substance in your effort to distract.

If you are looking for peace, pick up the phone.

If you think litigation is a good strategy for your client, we are ready to engage you head on.

Jonathan Sack, Esq.

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On Wed, Feb 1, 2017 at 2:58 PM, Kirila, Jill S. <jill.kirila@squirepb.com> wrote:

Counsel,

Squire Patton Boggs represents SmartStream Technologies, Inc. (the “Company”) with respect to matters involving your client, Mr. Philippe Chambadal. Please direct all future communications regarding these matters to me.

Before we can address the terms of Mr. Chambadal’s separation (which additional severance offer proposed by the Company has now expired/is off the table), we must immediately address your client’s refusal to return his Company laptop, Blackberry and all other Company property, including but not limited to Company information and documents (which also resides on the laptop). In its January 5, 2017 notice letter, the Company instructed Mr. Chambadal to return all Company property by January 12, 2017 (as was also required by his employment agreement dated June 22, 2011, attached); as of today, Mr. Chambadal has not complied with the Company’s demand and is thus in violation not only of his employment agreement but is in unlawful possession of the Company’s property.

It is even more concerning that, on January 5, Mr. Chambadal, in front of two Company employees, threatened to “destroy the Company’s market position and pipeline” by issuing disparaging letters to the Company’s clients. Please immediately instruct your client that any such defamatory and malicious actions (as well as the improper use of the Company’s confidential client information in making such communications) are unlawful and will be met with immediate action necessary to protect the Company’s business interests.

Finally, note that we are reviewing this matter as a whole, including a number of serious issues that have come to the Company’s attention, and will be in touch with you regarding the same in the near future. As you may have done already, please immediately inform your client that he is under a legal obligation to preserve all documents and information (including but not limited to electronic documents and communications) regarding or relating to his employment with the Company pending resolution of these matters.

Please contact me as soon as possible to arrange for someone to retrieve Mr. Chambadal's laptop, Blackberry, and all other Company property, documents and information. If the Company does not have possession of its property by end of business this Friday, it will be forced to take appropriate action to protect its interests.

Regards,

Jill



Jill S. Kirila

Partner

U.S. Chair, Global Labor & Employment Practice

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From: Jonathan Sack [mailto:jsack1@gmail.com]
Sent: Thursday, February 09, 2017 8:23 AM
To: Hill, Meghan E.
Cc: Kirila, Jill S.; estern@sackandsack.com; mmui@sackandsack.com; aseidenberg@sackandsack.com; jane@sackandsack.com
Subject: Re: SmartStream Technologies; Philippe Chambadal

Dear Ms. Hill:

Your understanding is incorrect.

We understand and fully appreciate the importance of protecting property and information.

Moreover, the communications between my client and representatives of the parties, which will be critical to the discovery phase of an eventual litigation, must be protected.

My client has as much of an ongoing right to these communications as does yours.

We take those rights and obligations quite seriously.

As to your last paragraph, as unprofessional as it reads, I don't understand what you are trying to convey.

Drama is unwarranted.

As stated previously, my client will seek recovery of his rightful contractual entitlement to the equity in the company he was, for many, many years, a big part of.

That is not seeking a "big payday via extortion."

I call it a breach of contract.

And I am highly certain of the repeated promises made and unkept by the Chairman, the current CEO and the various Board Members present for those representations.

As for your threat to expose "serious breaches and financial mismanagement" I don't know what you are referring to. While my client was CEO, the company enjoyed continued top line growth and profitability; sine May, 2016, my client served the company in another role and capacity.

Any effort to blame any of the company's woes would be misplaced. Besides, I am informed that the company has enjoyed record year-over-year increases in revenue as it sets to sell itself.

Lastly, I see no basis for you to establish a for-cause reason to terminate as none is needed to end the employment relationship.

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On Wed, Feb 8, 2017 at 2:14 PM, Hill, Meghan E. <meghan.hill@squirepb.com> wrote:

Counsel,

I understand that your firm refused to provide SmartStream's laptop and blackberry to the third party vendor yesterday – despite having no legal basis to possess such property. If your client wishes to avoid immediate legal action, the laptop and blackberry must be returned (without any images taken/review of their contents) – no later than 10 a.m. tomorrow morning. We have already provided you with the vendor's contact information to whom you should return it. If they are not returned by then, we will proceed with legal action and seek recovery of our fees for having to do so. The company has every right and obligation to protect its information and property, and will do so. This is our final attempt to informally retrieve the Company's property.

Further, despite the threats and rhetoric used in the face of having no legal grounds to exact a big "payday", from the company please make your client aware that the company will not be extorted and fully intends to seek remedies for the damages caused by Mr. Chambadal's serious breaches and financial mismanagement of the company, and has no problem doing so in open court.

Thank you,

Meghan



Meghan E. Hill

Principal

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From: Jonathan Sack [mailto:jsack1@gmail.com]

Sent: Friday, February 03, 2017 2:37 PM

To: Kirila, Jill S.

Cc: Hill, Meghan E.; estern@sackandsack.com; mmui@sackandsack.com; aseidenberg@sackandsack.com; jane@sackandsack.com

Subject: Re: SmartStream Technologies; Philippe Chambadal

Dear Jill:

I hope that your travels were seamless and productive.

It is astonishing that neither you nor your client did anything until your involvement to take steps to safeguard and preserve the information on my client's computer.

For many months, your client contemplated keeping and/or exiting my client.

Now, as you enter on the scene, there is a panic to get this computer?

I am on trial next week (Teles v. Nomura Securities) and I cannot agree to turn over the phone and laptop to your independent third party upon your demand.

My firm will maintain custody of the computer and phone to ensure it is not tampered with by your folks until a mirror image is taken by a forensic firm at my choosing.

The taking of a mirror image of the hard drive is for our mutual benefit, because, given your tone, you seem to be intent on making a case out of nothing to soften up my claim for compensation.

Again, I reiterate, your focus on the computer and phone is a weak effort at a side-show and a distraction.

The real issues at hand, namely the compensation due my client upon his termination not for cause, is what you ought to address.

Jonathan Sack, Esq.

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On Fri, Feb 3, 2017 at 2:13 PM, Kirila, Jill S. <jill.kirila@squirepb.com> wrote:

Jonathan,

As we have previously informed you, and SmartStream Technologies, Inc. has directly informed Mr. Chambadal, Mr. Chambadal is required to return any and all property and documents, and not retain any copies, upon the Company's demand, by his employment agreement dated June 22, 2011 and the Confidentiality and Non-Competition and Proprietary Rights Agreement he signed on July 21, 2015.

SmartStream initially demanded that Mr. Chambadal return its property in its January 5, 2017 notice letter. I separately requested to you by email on February 1, 2017, that Mr. Chambadal immediately return SmartStream's property. Instead of complying with his legal obligation to return the property, you have stated that your firm will take custody of SmartStream's property which includes a laptop and Blackberry.

SmartStream does not consent to your firm's retention of its property and does not consent to your firm or your client having any mirror images of its devices made, whether or not conducted by a third party.

We have retained the independent company The Computer Forensics Practice, LLC to pick up SmartStream's laptop, Blackberry and any other property from your firm at 70 East 55th Street, 10th Floor, New York, NY 10022 on **Tuesday, February 7, 2017 at 9:30 a.m.** If that time does not work for you, please contact Lacey Walker at [609-806-4980](tel:609-806-4980) to arrange an alternative time next week for Mr. Walker or one of his associates to pick up SmartStream's property.

Thank you for your attention to this matter.

-Jill

SQUIRE  **Jill S. Kirila**
PATTON BOGGS

Partner

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